S-3133

1   Amend Senate File 396 as follows:
2   1. By striking everything after the enacting clause
3 and inserting:
4   <Section 1. NEW SECTION. **537A.5 Indemnity**
5 **agreements —— construction contracts.**
6   1. As used in this section, *"construction contract"*
7 means a public, private, foreign, or domestic agreement
8 relating to the construction, alteration, improvement,
9 development, demolition, excavation, rehabilitation,
10 maintenance, or repair of buildings, highways, roads,
11 streets, bridges, tunnels, transportation facilities,
12 airports, water or sewage treatment plants, power
13 plants, or any other improvements to real property in
14 this state, including shafts, wells, and structures,
15 whether on ground, above ground, or underground, and
16 includes agreements for architectural services, design
17 services, engineering services, construction services,
18 construction management services, development services,
19 maintenance services, material purchases, equipment
20 rental, and labor.
21   2. Except as excluded under subsection 3, a
22 provision in a construction contract that requires one
23 party to the construction contract to indemnify, hold
24 harmless, or defend any other party to the construction
25 contract, including the indemnitee's employees,
26 consultants, agents, or others for whom the indemnitee
27 is responsible, against liability, claims, damages,
28 losses, or expenses, including attorney fees, to the
29 extent caused by or resulting from the negligent act
30 or omission of the indemnitee or of the indemnitee's
31 employees, consultants, agents, or others for whom the
32 indemnitee is responsible, is void and unenforceable as
33 contrary to public policy.
34   3. This section does not apply to the
35 indemnification of a surety by a principal on any
36 surety bond, an insurer's obligation to its insureds
37 under any insurance policy or agreement, a borrower's
38 obligations to its lender, or any obligation of strict
39 liability otherwise imposed by law.>

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MATT McCOY